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APPLICATION

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Application Number	09/899,895
Filing Date	July 5, 2001
First Named Inventor	Nourbakhsh
Art Unit	3623
Examiner Name	Tamara L. Graysay
Attorney Docket Number	762301-1470

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<input checked="" type="checkbox"/> Firm or Individual Name	M. Paul Qualey, Jr. THOMAS, KAYDEN, HORSTEMEYER & RISLEY, L.L.P.				
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I am the:

- ☐ Applicant/Inventor
- ☐ Assignee of record of the entire interest. See 37 CFR 3.71
Statement under 37 CFR 3.73(b) is enclosed. (Form PTO/SB/96)
- ☒ Attorney or agent of record. Registration Number **43,024**.
- ☐ Registered practitioner named in the application transmittal letter in an application without an executed oath or declaration. See 37 CFR 1.33(a)(1). Registration Number .

Type or Printed Name **M. Paul Qualey, Jr.**

Signature

Date

01 JUNE 2006

NOTE: Signatures of all the inventors or assignees of record of the entire interest or their representatives(s) are required. Submit multiple forms if more than one signature is required, see below.*

This collection of information is required by 37 CFR 1.33. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.13. The collection is estimated to take 3 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the needs of the individual case. Any comments on the amount of time you are required to complete this form should be sent to the Chief Information Office, U.S. Patent and Trademark Office, P.O. Box 1450, Arlington, Virginia 22313-1450 DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. Send Fees and Completed Forms to the following address: Commissioner for Patents, P.O. Box 1450, Alexandria, Virginia 22313-1450

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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of: Illah Nourbakhsh, et al.

Application Serial No.: 09/899,895

Filed: July 5, 2001

For: **Method and Apparatus for Long-Range Planning**

Mail Stop Amendment

Commissioner for Patents

P.O. Box 1450

Alexandria, Virginia 22313-1450

**CERTIFICATE UNDER 37 C.F.R. §3.73(b)
ESTABLISHING RIGHT OF ASSIGNEE TO TAKE ACTION**

1. The assignee of the entire right, title and interest hereby seeks to take action in the PTO in this matter.

2. The assignee of this matter is:

**WITNESS SYSTEMS, INC.
300 COLONIAL CENTER PARKWAY
ROSWELL, GA. 30076**

PERSON AUTHORIZED TO SIGN

3. M. Paul Qualey, Jr.
Attorney for Assignee

4. A chain of title from the inventor(s) to the current assignee is shown below:

- a. From: Illah Nourbakhsh, Tyler Morse, David Andre, Ofer Matan
To: Blue Pumpkin Software, Inc.
Recorded in PTO: Reel:011974 Frame: 0981
- b. From: Blue Pumpkin Software, Inc.
To: Witness Systems, Inc.
Recorded in PTO: Reel: Frame:

[Not yet recorded in PTO: See Exhibit A evidencing assignment that is being filed this date. No Reel and Frame has been assigned as of yet.]

DECLARATIONS

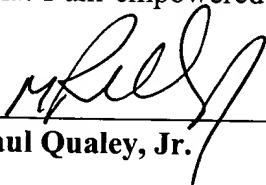
5. I, the undersigned, have reviewed all the documents in the chain of title of the

☒ application
☐ patent

matter identified above and, to the best of my knowledge and belief, title is in the assignee identified above.

6. I hereby declare that all statements made herein of my own knowledge are true, and that all statements made on information and belief are believed to be true; and further, that these statements are made with the knowledge that willful false statements, and the like so made, are punishable by fine or imprisonment, or both, under Section 1001, Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

7. I, the person signing below, aver that I am empowered to sign this statement on behalf of the assignee.



M. Paul Qualey, Jr.

Tel. No. 770-933-9500
Customer No.: 24504

Docket No. 762301-1470

**THOMAS, KAYDEN, HORSTEMEYER
& RISLEY, L.L.P.**

100 Galleria Parkway, Suite 1750
Atlanta, Georgia 30339-5948

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

In re application of: Illah Nourbakhsh, et al.

Application Serial No.: 09/899,895

Filed: July 5, 2001

For: **Method and Apparatus for Long-Range Planning**

Mail Stop: Amendment

Commissioner for Patents

P.O. Box 1450

Alexandria, VA 22313-1450

POWER OF ATTORNEY BY ASSIGNEE OF ENTIRE INTEREST
(REVOCATION OF PRIOR POWERS)

As assignee of record of the entire interest of the above-identified:



application,



patent

REVOCATION OF PRIOR POWERS OF ATTORNEY

all powers of attorney previously given are hereby revoked and

NEW POWER OF ATTORNEY

I/we hereby appoint all of the following attorneys and agents of Thomas, Kayden, Horstemeyer & Risley, LLP, who are listed under the USPTO Customer Number shown below as my/our attorneys and agents to prosecute this application and to transact all business in the United States Patent and Trademark Office connected therewith, recognizing that the specific attorneys and agents listed under that Customer Number may be changed from time to time at the sole discretion of Thomas, Kayden, Horstemeyer & Risley, LLP, and request that all correspondence be addressed to the address filed under the same USPTO Customer Number.

24504

Direct correspondence and telephone calls to:

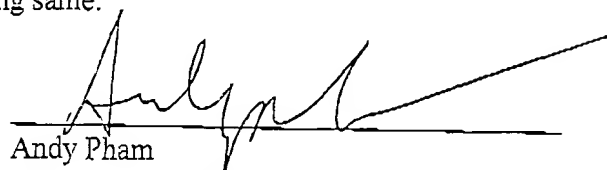
M. Paul Qualey, Jr., Reg. No. 43,024
THOMAS, KAYDEN, HORSTEMEYER & RISLEY, L.L.P.
100 Galleria Parkway, Suite 1750
Atlanta, Georgia 30339
770-933-9500

ASSIGNEE OF ENTIRE INTEREST

WITNESS SYSTEMS, INC.
300 Colonial Center Parkway
Roswell, GA 30076

ASSIGNEE CERTIFICATION

The certification under 37 C.F.R. §3.73(b) establishing the right of assignee to take action is attached hereto along with documentation evidencing same.


Andy Pham
Director, Intellectual Property
Witness Systems, Inc.

Date: 5/31/06

Docket No.: 762301-1470

ASSIGNMENT AGREEMENT

IN THIS AGREEMENT, made and entered into as of the 22nd day of March, 2006 ("Effective Date"), Blue Pumpkin Software, LLC (hereafter "BLUE PUMPKIN SOFTWARE"), a Delaware limited liability company, formerly existing as Blue Pumpkin Software, Inc., a California corporation, having its principal place of business at 3979 Freedom Circle, Suite 500, Santa Clara, California 95054, and Witness Systems, Inc., a Delaware Corporation, having its principal place of business at 300 Colonial Center Parkway, Roswell, GA, 30076 ("WITNESS SYSTEMS"), agree as follows:

1. BLUE PUMPKIN SOFTWARE owns all right, title, and interest in and to:

U.S. Patent No. 6,278,978 ("the U.S. '978 Patent"); Issued 08/21/2001; App. No. 09/056,219; Filed 04/07/1998	No Publication Number
U.S. Patent No. 6,959,405 ("the U.S. '405 Patent"); Issued 10/25/2005; App. No. 09/837,251; Filed 04/18/2001	Pub. No. 2002/0157043; Published 10/24/2002
App. No. 11/237,456 ("the U.S. '456 Application"); Filed 09/27/2005; Continuation of U.S. Patent No. 6,959,405; Issued 10/25/2005	No. Pub. Date as yet
U.S. Patent No. 6,952,732 ("the U.S. '732 Patent"); Issued 10/04/2005; App. No. 09/846,016; Filed 04/30/2001	Pub. No. 2003/0009520; Published 01/09/2003
App. No. 11/037,604 ("the U.S. '604 Application"); Filed 01/18/05; Continuation of U.S. Patent No. 6,952,732, issued 10/04/2005	No Publication Number
U.S. Patent No. 6,782,093 ("the U.S. '093 Patent"); Issued 08/24/2004; App. No. 09/894,227; Filed 06/27/2001	Pub. No. 2003/0002653; Published 01/02/2003
App. No. 09/899,895 ("the U.S. '895 Application"); Filed 07/05/2002	Pub. No. 2002/0143599; Published 10/03/2002
App. No. 09/825,589 ("the U.S. '589 Application"); Filed 04/03/2001	Pub. No. 2002/0143597; Published 10/03/2002
App. No. 09/680,131 ("the U.S. '131 Application"); Filed 10/02/2000	No Pub. Number
EP App. No. 02252395.5 ("the EP '395 Application"); Based on U.S. App. No. 09/825,589; Filed 04/03/2001	PCT Filing Date 04/02/2002
EP App. No. 02252394.8 ("the EP '394 Application"); Based on U.S. Apps. 09/846,016; Filed 04/30/2001; Continued 11/037,604; Filed 06/18/2005	PCT Filing Date 04/30/2001

the inventions disclosed and claimed therein, and all U.S. and foreign patents and applications that rely on the U.S. '978 Patent, the U.S. '405 Patent, the U.S. '456 Application, the U.S. '732 Patent, the U.S. '604 Application, the U.S. '093 Patent, the U.S. '895 Application, the U.S. '589 Application, the U.S. '131 Application, the EP '395 Application, and the EP '394 Application for priority ("the Patents").

2. WITNESS SYSTEMS desires to acquire and BLUE PUMPKIN SOFTWARE is willing to assign to WITNESS SYSTEMS all of BLUE PUMPKIN SOFTWARE's right, title, and interest in and to the Patents and any inventions disclosed or claimed therein.
3. BLUE PUMPKIN SOFTWARE hereby transfers, grants, conveys, assigns, and relinquishes exclusively to WITNESS SYSTEMS all of BLUE PUMPKIN SOFTWARE's right, title, and interest in and to the Patents, the inventions claimed therein, and all accrued causes of action for damages for infringement thereof.
4. For good and valuable consideration, receipt of which is hereby acknowledged, BLUE PUMPKIN SOFTWARE hereby sells, assigns, transfers, and sets over to WITNESS SYSTEMS, its lawful successors and assigns, BLUE PUMPKIN SOFTWARE's entire right, title, and interest in the Patents, the inventions claimed therein, any other patent application directed to the inventions, and all Letters Patent of the United States that may be granted thereon, and all reissues, reexaminations, and extensions thereof; and all rights to claim priority on the basis of such application, and all applications for Letters Patent that may be filed for the invention in any foreign country and all Letters Patent that may be granted on the invention in any foreign country, and all extensions, renewals, and reissues thereof; and BLUE PUMPKIN SOFTWARE hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any foreign country whose duty it is to issue patents on applications as described above, to issue all Letters Patent for this invention to WITNESS SYSTEMS, its successors and assigns, in accordance with the terms of this Assignment.

5. In furtherance of this Agreement, BLUE PUMPKIN SOFTWARE hereby acknowledges that, from the Effective Date forward, WITNESS SYSTEMS has succeeded to all of BLUE PUMPKIN SOFTWARE's right, title, and standing to receive all rights and benefits pertaining to the Patents, institute and prosecute all suits and proceedings, and take all actions that WITNESS SYSTEMS, in its sole discretion, may deem necessary or proper to collect, assert, or enforce any claim, right, or title of any kind under any and all of the Patents, whether arising before or after the Effective Date, including the right to sue to enforce and collect damages for past infringement of the Patents, defend and compromise any and all such actions, suits, or proceedings relating to such transferred and assigned rights, title, interest, and benefits, and do all other such acts and things in relation thereto as WITNESS SYSTEMS, in its sole discretion, deems advisable.
6. BLUE PUMPKIN SOFTWARE represents and warrants that no consents of any other parties are necessary or appropriate under any agreements concerning any of the Patents in order for the transfer and assignment of any of the Patents under this Agreement to be legally effective.
7. This Agreement shall inure to the benefit of, and be binding on, the parties hereto together with their respective legal representatives, successors, and assigns.
8. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia (excluding conflicts of law rules) and of the United States.
9. This Agreement merges and supersedes all prior and contemporaneous agreements, assurances, representations, and communications between or among the parties hereto concerning the matters set forth herein.

IN TESTIMONY WHEREOF, each party has caused its authorized representative to execute this Assignment.

BLUE PUMPKIN SOFTWARE, LLC

WITNESS SYSTEMS, INC.

By: *Jon Murphy*

By: *WFEVans*

Print Name

Print Name

Title: *Vice President*

Title: *CFO*